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Ordinance No. 107619

AN ORDINANCE relating to the Seattle Center; authorizing the execution of standard form leases for storage space at Seattle Center.

8/16/78 PASS (3-0)

COMPTROLLER
FILE NUMBER _____

Council Bill No. 99659

INTRODUCED: AUG 7 1978	EXECUTIVE REQUEST
REFERRED: AUG 7 1978	PARKS & COMMUNITY SERVICES
REFERRED:	
REFERRED:	
REPORTED: AUG 21 1978	SECOND READING: AUG 21 1978
THIRD READING: AUG 21 1978	SIGNED: AUG 21 1978
PRESENTED TO MAYOR: AUG 22 1978	APPROVED: AUG 29 1978
RETD. TO CITY CLERK: AUG 29 1978	PUBLISHED:
VETOED BY MAYOR:	VETO PUBLISHED:
PASSED OVER VETO:	VETO SUSTAINED:

LAW DEPARTMENT

See Rem.

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BLDG. (BO)
ENG.
B.O. X
A.C.
S.E.
C.O.
LIGHT

ORDINANCE 107619

AN ORDINANCE relating to the Seattle Center; authorizing the execution of standard form leases for storage space at Seattle Center.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. That as requested by the Director of the Seattle Center Department and recommended by the Mayor in the materials attached hereto, the Director of the Seattle Center Department is hereby authorized to execute, on or before August 15, 1978, for and on behalf of The City of Seattle, storage space lease agreements substantially in the form of the standard-form agreement attached hereto and identified as Exhibit "A" and "Seattle Center Storage Lease Agreement."

Section 2. The Director of the Seattle Center Department is also authorized to execute, for and on behalf of The City of Seattle, storage space lease agreements substantially in the form of the standard-form agreement attached hereto and identified as Exhibit "B" and "Seattle Center Storage Space Lease Agreement."

Section 3. The execution of lease agreements of the types authorized in Sections 1 and 2 hereof and any other act consistent with the authority and prior to the effective date of this ordinance are hereby ratified and confirmed.

Section...4.. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 21 day of August, 1978,
and signed by me in open session in authentication of its passage this 21 day of
August, 1978.

President W. J. [Signature] of the City Council.

Approved by me this 29 day of August, 1978.
Charles Roper Mayor.

Filed by me this 29 day of August, 1978.

Attest: E. L. [Signature]
City Comptroller and City Clerk.

(SEAL)

Published.....

By J. C. Geisert
Deputy Clerk.

Your City, Seattle

Executive Department-Office of Management and Budget

Casey Jones, Director
Charles Royer, Mayor



July 13, 1978

The Honorable Douglas Jewett
City Attorney
City of Seattle

Dear Mr. Jewett:

The Mayor is proposing to the City Council that legislation be adopted as requested in the attached correspondence from the Director of the Seattle Center regarding a standard form for storage space agreements.

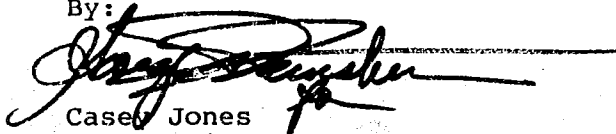
Pursuant to the City Council's S.O.P. 100-014, the Executive Department is forwarding this request for legislation directly to your office for review and drafting. By a copy of this letter, the City Council is directly receiving this Executive Request.

Please review this request and draft appropriate legislation. Please file the legislation with the City Clerk for formal introduction to the City Council as an Executive Request.

Sincerely,

Charles Royer
Mayor

By:


Casey Jones
Budget Director

CJ:BC:et

Attachment

cc: Phyllis Lamphere, President, City Council ✓
Jack Fearey, Director, Seattle Center

EXHIBIT "A"

SEATTLE CENTER
STORAGE LEASE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 19____, by and between the City of Seattle, a municipal corporation, hereinafter referred to as "City" and _____ d/b/a _____ hereinafter referred to as "Lessee", WITNESSES THAT:

In consideration of the mutual covenants specified herein, the parties agree as follows:

1. PREMISES. The City hereby makes available to Lessee and Lessee agrees to occupy the premises located in Seattle, King County, Washington, generally described as follows and hereinafter referred to as "Premises":

containing approximately _____ square feet, and more particularly described in "Exhibit A" attached hereto and by this reference made a part hereof, together with a non-exclusive right of ingress and egress to be used with others to and from a public area.

Lessee accepts the Premises in their present condition and covenants that no representations, statements, or warranties, expressed or implied, have been made by or on behalf of the City with respect to the condition of the premises or the use or occupancy that may be made thereof, other than those contained herein.

2. TERM. The term of this Agreement shall commence on the _____ day of _____, 19____, and end on the _____ day of _____, 19____, unless terminated earlier pursuant to the provisions contained herein.

3. RENT. Lessee agrees to pay City a monthly rental fee of _____ and No/100 Dollars (\$_____) payable in advance on or before the first day of each and every month during said term.

4. USE OF PREMISES. Lessee agrees that the above described premises are to be used for the purposes of storage of goods, wares, and merchandise as are offered by Lessee for sale at its main place of business at Seattle Center and for no other use whatsoever, except upon the written consent of the City.

5. UTILITIES. Lessee may be liable for, and may pay throughout the term of this Agreement, charges for utility services furnished to the premises, including but not limited to, electricity, gas, water, sewerage, and garbage disposal. In the event that the premises are a part of a building or are part of any larger complex to which any utility service is furnished on a consolidated or joint basis, Lessee agrees to pay to City its (Lessee's) pro-rata share of the cost, if required, of any such utility service, and Lessee's pro-rata share of any such service may be computed by the City on any reasonable basis, and separate metering or other exact segregation of cost shall not be required. The City shall not be liable for any failure to supply water or electrical current, or for loss of property, or for injury or damage to person or property, resulting from steam, gas, electricity, water, rain, or snow that may leak or flow from or into any part of the building, or from the pipes, appliances, or plumbing of it or from any other place; or for interference with lights, or other incorporeal hereditaments, by any person, or caused by operations by or for the City, county, or state, in the construction of any public or quasi-public work; nor shall the City be liable for any latent defect in the Premises.

Seattle Center
Storage Agreement

6. PROTECTION OF PROPERTY. It shall be the sole responsibility of the Lessee to provide means to protect its property at all times, including supplies, fixtures, merchandise, equipment, and products of any kind, and to hold the City harmless from any liability whatsoever.

7. CITY'S RIGHT OF ACCESS. The City reserves the right to enter the premises at any reasonable time to examine the same and to make such repairs and alterations as may be necessary for the preservation or protection of the property.

8. INDEMNITY. All property placed or moved in the premises shall be at the risk of Lessee or owner thereof, and City shall not be liable for any damage that arises out of failure to keep premises in repair.

Lessee shall make no claim and expressly waives any and all claims against City for or because of any personal injury sustained (including death) for any loss or damage to the property, caused by fire, water deluge, or overflow, or explosion, arising or caused within the premises; or for loss of any articles by theft or from any cause from the premises or complex.

Lessee indemnifies and agrees to hold the City harmless and free from damages sustained by person or property, and against all claims of third persons, for damages arising out of Lessee's use of the premises, except such as may be adjudged due to the sole negligence of the City.

9. INSURANCE. Lessee shall, promptly upon execution of this Agreement, secure a rider to the existing policy now held by Lessee for its business operation, of comprehensive general and liability insurance as will protect Lessee and City against all claims for bodily injury (including death) and property damage, including but not limited to fire and theft, to indemnify both the City and Lessee against any such liability or expense (including expense of litigation) to cover the premises described in this Agreement. Such rider shall contain an endorsement naming the City as an additional insured and provide for not less than thirty (30) days written notice to City of any change, cancellation or expiration of such policy.

10. ATTORNEY'S FEES. In the event of failure to pay rent when due or failure to fulfill any of the terms of this Agreement, Lessee agrees to pay all collection and eviction costs, including reasonable attorney's fees in any action brought by the City to enforce the terms of this Agreement.

11. MAINTENANCE AND REPAIR. Lessee covenants and agrees to maintain the premises in a state of good repair and to cause said premises to be kept clean during the term of this Agreement, and at the expiration of the term of this Agreement to leave the premises in as good condition as at the date of commencement of this Agreement, excepting only ordinary use and reasonable wear and tear thereof. The City or its authorized representatives shall have the right to enter said premises at any time for reasons deemed necessary by the City to effect this end.

12. ALTERATION. No alterations or remodeling of the premises shall be made by Lessee except with the written consent of City and in accordance with plans approved by City. In the event such alteration or remodeling is undertaken, Lessee shall pay all expenses including building permit fees, in connection therewith and any installation or construction will meet all local codes and ordinances and shall in no way conflict or excessively hinder any other complex facility or utility.

13. ASSIGNMENT, TRANSFER OR SUBLEASE. Lessee shall not assign this Agreement or sublease the whole or any part of said premises without the City's written consent thereto.

14. APPLICABLE LAW. Lessee shall not use the premises or permit any part thereof to be used for any purpose in violation of any municipal, county, state, or federal law, ordinance or regulation, rule or requirement, nor suffer to be done anything on said premises in violation of any such laws, ordinances, rules, regulations, or requirements.

Seattle Center
Storage Agreement

15. RULES AND REGULATIONS. Lessee agrees to keep and maintain the premises in accordance with the statutes of the State of Washington and the laws of the City of Seattle and to comply with the rules of the attached Addendum, titled "Rules and Regulations" which is by this reference made a part of this Agreement as fully as though set forth herein. Said rules and regulations may be amended, changed or rescinded by the City, upon reasonable notice to Lessee.

16. NON-DISCRIMINATION IN EMPLOYMENT.

(a) Lessee agrees to comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to age, sex, race, color, creed, national origin or physical handicap in employment, unless based upon a bona fide occupational qualification.

(b) In the event Lessee employs three (3) or more persons, the following provision shall be deemed a part of this Agreement: During the performance of this Agreement, Lessee agrees as follows: "Lessee shall not discriminate against any employee or applicant for employment because of creed, race, color, sex, age, or national origin, unless based on a bona fide occupational qualification. Lessee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their creed, race, color, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause. Lessee shall take affirmative action to ensure that all of its employees, agents and subcontractors adhere to this provision; Provided, nothing herein shall prevent an employer from giving preference in employment to members of their immediate family. Lessee will, upon request of the Director (as used in this Article, Director means the Director of City's Human Rights Department or their designee) furnish to the Director such forms as may be provided therefor, a report of the affirmative action taken by the Lessee in implementing the terms of this provision, and will permit access to records of employment, employment advertisements, application forms, other pertinent data and records, by the Director for the purpose of investigation to determine compliance with this provision. If, upon investigation, the Director determines that there is probable cause to believe that the Lessee has failed to comply with any of the terms of this provision, Lessee shall be so notified in writing. The contracting authority shall give Concessionaire an opportunity to be heard, after ten (10) days notice. If the contracting authority concurs in the findings of the Director, it may suspend or terminate this Agreement. Failure to comply with any of the terms of this provision shall be a material breach of this Agreement. The foregoing provision shall be inserted in all concession agreements entered into under this Agreement."

(c) Lessee shall complete and submit to the proper authorities all information requested, as well as comply with all requirements contained in Addendum I, which is attached hereto and by this reference incorporated herein, whenever required to do so by City pursuant to Ordinance 101432.

17. LICENSES AND TAXES. Lessee agrees to obtain all necessary and proper licenses, permits and authorizations, and the requirements of any duly authorized person acting in connection therewith. Lessee agrees to pay all taxes of every nature and description arising out of or in any manner connected with the use of the premises.

18. CONTROL OF BUILDING. The premises, including the keys thereto, shall at all times be under the control of the Seattle Center Security Department and the City shall have the right to enter said premises at any time during Lessee's use thereof.

19. OBSTRUCTIONS. Sidewalks, entries, passages, stairwells, hallways, or ways of access to any building or any other public place in or about the Seattle Center shall not be obstructed or used for any other purpose than ingress and egress.

Seattle Center
Storage Agreement

20. HOLDING OVER. Any holding over after the expiration of the term of this Agreement, with or without the consent of City, shall constitute a tenancy from month to month for the rents herein specified, pro-rated on a monthly basis, and on the other terms and conditions contained herein.

21. REMOVAL OF MERCHANDISE. All merchandise of value, and/or redeemable containers shall be removed from the premises before vacating. Failure to comply with the foregoing will result in confiscation without right of redress.

22. TERMINATION BY CITY. In the event that the City shall require the use of the premises for any purpose for public use in connection with the operation of the business of the City, then this Agreement may be terminated by the City by thirty (30) day written notice to Lessee. Provisions of this Article shall not be unreasonably exercised.

23. CITY'S REMEDIES CUMULATIVE. The rights and remedies hereby created are cumulative and also are additional to any other rights and remedies allowed by law, and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

24. NOTICES. All notices hereunder may be delivered or mailed. If mailed, they shall be sent by certified or registered mail to the following respective addresses:

To City: Contract Manager
Seattle Center
305 Harrison Street
Seattle, WA 98109

To Lessee: _____

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

LESSEE:

(Business)

(Name)

(Title)

CONTRACT AUTHORITY:

CITY OF SEATTLE, a municipal
corporation for SEATTLE CENTER

By _____
JOHN W. FEAREY, Director

ADDENDUM _____

STORAGE RULES AND REGULATIONS

1. Merchandise and supplies must be stored on a pallette at a height of six inches above the concrete floor to avoid damage by water.
2. The Passenger elevator may not be used for the transport of stored material.
3. Shelving is to be provided by concessionaire. This must be free-standing, steel shelving to prevent fire hazard.
4. Any food goods stored in these areas must be kept in metal containers.
5. No refrigeration or freezer facilities may be installed in these premises without written consent of City.
6. City will provide illumination in storage areas, but no electrical outlets will be provided nor may they be installed by concessionaire.
7. City will provide padlock hasps. Concessionaire will provide padlock and must provide Seattle Center Security with key or combination.
8. Rodent and pest control will be provided on a regular basis.
9. Concessionaire must allow a minimum of 18" between stored materials and sprinkler heads located on ceiling.
10. Concessionaire must not store flammable liquids in storage areas.

ADDENDUM I

INSTRUCTIONS FOR CONTRACT COMPLIANCE ORDINANCE 101432

Note: The term "Contractor" herein used, includes Consultants, Vendors, Permittees, Lessees, Concessions, Franchises, Suppliers and Services.

SUBMITTAL OF BID/PROPOSAL, AGREEMENT OR PERMIT REQUEST

Sections 3.1, 3.2 and 3.3 of Ordinance 101432 establish specific requirements to be met in submitting proposals, bidding on Public Works contracts and/or doing business with the City of Seattle. Failure to meet these requirements will cause Contractor to be considered nonresponsive and not in compliance with the ordinance.

The following three forms are for compliance purposes and shall be completed and submitted to the Awarding Authority along with the invitation, request, proposal or bid:

1. SWORN STATEMENT FOR COMPLIANCE WITH SECTION 4, ORDINANCE 101432
On this form the Contractor is required to insert the name and title of the Equal Employment Officer (EEO) who has been designated as the person responsible for carrying out the Contractor's Affirmative Action Program.
Signature and notarization of the Sworn Statement is also required.
2. The LOCAL MANPOWER REPORT (Form HRI.D-3) shall reflect the total work-force of the Contractor's company or division in and around the Seattle/King County area. This includes office staff as well as field staff.
3. An ESTIMATED PROJECTED EMPLOYMENT PROFILE (Form HRI.D-4) is to be completed by the Contractor. This form will be used as a projection and commitment for minorities and females to be used on the work force should the contract be awarded.

COMPLIANCE PROCEDURES BEFORE START OF CONTRACT

Before the final agreement is signed by the Contractor, a conference will be held between the Human Rights Department, the Contractor and the Awarding Authority to discuss the Contractor's Affirmative Action Program or Plan, and to explain the reporting procedures and other requirements during the term of the contract.

COMPLIANCE AFTER AWARD OF CONTRACT AND START OF WORK

1. EQUAL EMPLOYMENT OPPORTUNITY REPORTS (Form HRI.A-1/D-5) shall be submitted, per instructions, to the Human Rights Department during the progress of the project. The A-1/D-5 Reports so submitted should not be estimates of future employment levels, but should be actual employment figures.

Compliance After Award of Contract and Start of Work (cont'd)

2. The Prime Contractor is held responsible for any Subcontractor's Affirmative Action Program and Equal Employment Opportunity Reports. During the progress of the work on the contract, the Prime must obtain A-1/D-5 Reports from all Subcontractors presently on the project, and must submit them along with that of the Prime, to the Human Rights Department.
3. All HRI.A-1/D-5 Reports will be examined by the Contract Compliance Division of the Human Rights Department. In the event that the reports are unsatisfactory, Contractor will be approached by the Department in an attempt to reach a satisfactory resolution in regard to the Contractor's Affirmative Action in minority and female employment.
4. In the event that the A-1/D-5 Report is found unsatisfactory after the Contractor has been approached, and a satisfactory resolution cannot be reached between the Human Rights Department and the Contractor, a report shall be transmitted to the Awarding Authority for its findings. A request shall be made that the Awarding Authority take appropriate action as set forth in Ordinance 101432.

SWORN STATEMENT FOR COMPLIANCE WITH

SECTION 4, ORDINANCE 101432

State of Washington)
County of King) ss

The Undersigned, being first duly sworn, on oath states on behalf of the contractor (contractor, as used herein includes: consultants, vendors, lessees, concessions, franchises, suppliers, permits, services) as follows:

- A. Contractor hereby designates _____
(name)

(title)

as the person who has been charged with the responsibility for securing compliance with such contract provisions, and reporting progress in connection with the affirmative action to be undertaken herewith.

- B. Contractor shall cooperate fully with the Seattle Department of Human Rights while making every "good faith" effort to comply with the affirmative action requirements set forth in this sworn statement and Ordinance 101432. The Department of Human Rights will be kept fully informed in writing of all the contractor's affirmative actions taken during the contract's term and of any refusals by unions or others to cooperate with the contractor's affirmative action plan.
- C. Contractor shall conduct a work force analysis which will identify job classifications wherein underrepresented persons (minorities and women) are underutilized in proportion to their representation in the available work force. This analysis shall be made separately for minorities and women.
- D. Contractor shall correct deficiencies of underrepresented persons at all levels of the work force by considering underrepresented persons to fill new positions and vacancies. This will require the development of goals and timetables for use during the next twelve months in order to accomplish affirmative action objectives.
- E. Contractor shall insure that equal opportunity of employment for underrepresented persons results during the term of this contract by taking (at a minimum) the following affirmative actions:
1. Provide written notification to organizations that are active in securing equal employment opportunities when position openings occur. Send a copy of such announcements to the Human Rights Department.

SWORN STATEMENT (continued)

2. Conduct constant recruitment efforts with organizations, schools, and/or training establishments concerned with securing employment for underrepresented persons.
3. Make specific efforts to encourage present underrepresented persons who are employees to recruit friends and relatives.
4. Sponsor, utilize and provide training/educational opportunities for the advancement of underrepresented persons employed by your firm.
5. Provide equal employment opportunity for after-school and summer employment to underrepresented young persons.
6. Notify pertinent employment referral agencies that your firm provides equal employment opportunities. Include such a statement in any advertising conducted when filling vacancies.
7. Give notice to his supervisors and other employees of the terms of the affirmative actions to be undertaken.
8. In the event that contractor already has an affirmative action plan which includes goals and timetables, said document may be submitted for review in lieu of implementing items one (1) through seven (7) of Section E.

Contractor _____

Company Name _____

By: _____
(name) (title)

Subscribed and sworn to before me this ____ day of _____, 19____

Notary Public in and for the State of Washington

Residing at _____

LOCAL MANPOWER REPORT

Awarding Authority City of Seattle

[illegible]

*Identify Trade

2. Affirmative action taken or proposed to increase minority/female representation in permanent work force: _____

EXHIBIT "B"

SEATTLE CENTER
STORAGE LEASE AGREEMENT

THIS AGREEMENT, entered into by and between The City of Seattle, a municipal corporation, hereinafter referred to as "City" and _____ d/b/a _____ hereinafter referred to as "Lessee", WITNESSES THAT:

In consideration of the mutual covenants specified herein, the parties agree as follows:

1. PREMISES. The City hereby leases to Lessee and Lessee leases from City the premises located in Seattle, King County, Washington, generally described as follows and hereinafter referred to as "Premises":

containing approximately _____ square feet, and more particularly described in "Exhibit A" attached hereto and by this reference made a part hereof, together with a non-exclusive right of ingress and egress to be used with others to and from a public area.

Lessee accepts the Premises in their present condition and covenants that no representations, statements, or warranties, expressed or implied, have been made by or on behalf of the City with respect to the condition of the premises or the use or occupancy that may be made thereof, other than those contained herein.

2. TERM. The term of this Agreement shall commence on the _____ day of _____, 19____, and end on the _____ day of _____, 19____, unless terminated earlier pursuant to the provisions contained herein.

3. RENT. Lessee agrees to pay City a monthly rental fee of _____ and No/100 Dollars (\$ _____) in advance on or before the first day of each and every month during said term.

4. USE OF PREMISES. Lessee agrees that the above described premises are to be used for the storage of goods, wares, and merchandise as are offered by Lessee for sale at its main place of business at Seattle Center and for no other purpose whatsoever, except upon the prior written consent of the City.

5. UTILITIES. Lessee shall be liable for, and shall pay throughout the term of this Agreement, charges for utility services furnished to the premises, including but not limited to, electricity, gas, water, sewerage, and garbage disposal. In the event that the premises are a part of a building or are part of any larger complex to which any utility service is furnished on a consolidated or joint basis, Lessee shall pay to City Lessee's pro-rata share of the cost of any such utility service; which share of any such service may be computed by the City on any reasonable basis, and separate metering or other exact segregation of cost shall not be required.

6. CITY'S RIGHT OF ACCESS. The City reserves the right to enter the premises at any reasonable time to examine the same and to make such repairs and alterations as may be necessary for the preservation or protection of the same and other City property.

7. INDEMNITY. All property placed in, or moved into, within, or out of the premises, shall be at the risk of Lessee. Lessee shall indemnify and hold the City harmless and free from any and all claims for injury or damage sustained by any person or property including supplies, fixtures, merchandise, equipment, and products of any kind placed in or on the premises, except injury or damage due to City's sole negligence.

8. INSURANCE. Lessee shall secure and maintain, at its sole cost, during the full term of this Agreement, a policy of comprehensive general liability insurance in the amount of _____, or a supplemental endorsement to an existing policy in a like amount, protecting the Lessee and City against all claims for bodily injury (including death) and property damage including but not limited to fire, theft, vandalism, malicious mischief, and extended coverage, arising out of the Lessee's use of the premises. Such policy or an endorsement thereto shall name The City of Seattle as an additional insured and provide the City with not less than thirty (30) days prior written notice of any change, cancellation, or lapse of such policy.

9. ATTORNEY'S FEES. In the event of failure to pay rent when due or failure to fulfill any of the terms of this Agreement, Lessee shall pay all collection and eviction costs, including reasonable attorney's fees in any action brought by the City to enforce the terms of this Agreement.

10. MAINTENANCE AND REPAIR. Lessee covenants and agrees to maintain the premises in a state of good repair and to cause said premises to be kept clean during the term of this Agreement, and as of the expiration or termination date of this Agreement, whichever is sooner, to leave the premises in as good condition as they were as of the date of commencement of this Agreement, excepting only ordinary use and reasonable wear and tear and improvements made to the premises. The City and its authorized representatives shall have the right to enter said premises at any time in order to perform repair work on said premises or other City property; and in order to effectuate such purpose, the City may move any property in or on the premises, and may store such property in another location acceptable to the Lessee, in which latter case the parties hereto agree to execute an appropriate amendment to the description of the premises.

11. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS. No alteration, addition, or improvement to the premises shall be made by Lessee except with the prior written consent of City and in accordance with plans approved by City prior to such work being done. In the event any such alteration, addition, or improvement work is undertaken, Lessee shall pay all expenses in connection therewith, including but not limited to building permit fees. All installations and construction shall meet all local codes and ordinances and shall in no way conflict or excessively hinder any other City facility or utility or work.

12. ASSIGNMENT, TRANSFER OR SUBLEASE. Lessee shall not assign this Agreement or any interest therein or sublease the whole or any part of said premises without the City's prior written consent thereto.

13. APPLICABLE LAW. Lessee shall not use the premises or permit any part thereof to be used for any purpose in violation of any municipal, county, state, or federal law, ordinance or regulation, rule or requirement, nor suffer to be done anything on said premises in violation of any such laws, ordinances, rules, regulations, or requirements. Lessee shall comply with the rules set forth in the attached Addendum, titled "Rules and Regulations" which by this reference is incorporated herein, which rules may be amended, changed or rescinded by the City, upon reasonable notice to Lessee.

14. NON-DISCRIMINATION IN EMPLOYMENT.

(a) Lessee agrees to comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to age, sex, race, color, creed, national origin or physical handicap in employment, unless based upon a bona fide occupational qualification.

(b) In the event Lessee employs three (3) or more persons, the following provision shall be deemed a part of

this Agreement: During the performance of this Agreement, Lessee agrees as follows:

"Lessee shall not discriminate against any employee or applicant for employment because of creed, race, color, sex, age, or national origin, unless based on a bona fide occupational qualification. Lessee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their creed, race, color, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause. Lessee shall take affirmative action to ensure that all of its employees, agents and subcontractors adhere to this provision; Provided, nothing herein shall prevent an employer from giving preference in employment to members of his immediate family.

"Lessee will, upon request of the Director (as used in this Article, Director means the Director of City's Human Rights Department or their designee) furnish to the Director such forms as may be provided therefor, a report of the affirmative action taken by the Lessee in implementing the terms of this provision, and will permit access to records of employment, employment advertisements, application forms, other pertinent data and records, by the Director for the purpose of investigation to determine compliance with this provision.

"If, upon investigation, the Director determines that there is probable cause to believe that the Lessee has

failed to comply with any of the terms of this provision, Lessee shall be so notified in writing. The contracting authority shall give the Lessee an opportunity to be heard, after ten (10) days notice. If the contracting authority concurs in the findings of the Director, it may suspend or terminate this Agreement.

"Failure to comply with any of the terms of this provision shall be a material breach of this Agreement.

"The foregoing provision shall be inserted in all subleases entered into under this Agreement."

(c) Lessee shall complete and submit to the proper authorities all information requested, as well as comply with all requirements contained in Addendum I, which is attached hereto and by this reference incorporated herein, whenever required to do so by City pursuant to Ordinance 101432.

15. LICENSES AND TAXES. Lessee shall obtain all necessary and proper licenses, permits and authorizations, and shall comply with the requirements of any duly authorized person acting in connection therewith. Lessee agrees to pay all taxes of every nature and description arising out of or in any manner connected with the use of the premises, including but not limited to the leasehold excise tax.

16. CONTROL OF BUILDINGS AND GROUNDS. All common and other facilities including parking areas, in or about the Seattle Center provided by City shall be subject to the exclusive control and management by City. The City may, therefore;

(a) Increase, reduce, or change in any manner whatsoever, the number, dimensions, and locations of the Seattle Center walks, buildings, and parking areas, and may make alterations and additions to the building in which the leased premises are a part and add buildings adjoining the same or elsewhere in the Seattle Center;

(b) Regulate all traffic within the Seattle Center, including the operation and parking of vehicles of Lessee,

its invitees, employees and patrons; and

(c) Impose a reasonable charge for admission to the Seattle Center and facilities therein without affecting the obligation of the parties hereunder.

17. OBSTRUCTIONS. Sidewalks, entries, passages, stairwells, hallways, or ways of access to any building or any other public place in or about the Seattle Center shall not be obstructed or used for any other purpose than ingress and egress.

18. HOLDING OVER. Any holding over after the expiration of the term of this Agreement, with or without the consent of City, shall constitute a tenancy from month to month for the rent herein specified, pro-rated on a monthly basis, and on the other terms and conditions contained herein.

19. TERMINATION. Either party to this Agreement may terminate this lease by giving notice of termination to the other party thirty (30) days in advance of the effective date thereof.

20. REMOVAL OF MERCHANDISE. All property stored or placed in or on the premises shall be removed from the premises on or before the expiration or termination date of this Agreement, whichever is earlier. All property not so removed will be deemed to have been abandoned; and the City, at its option, may dispose of any or all of such property and charge the Lessee with the costs of such disposal, and may also claim any and all such property as the City's own property.

21. CITY'S REMEDIES CUMULATIVE. The City's rights and remedies hereby created are cumulative and also are additional to any other rights and remedies allowed by law; the use of one remedy shall not be taken to exclude or waive the right to the use of another.

22. NOTICES. All notices to be provided hereunder shall be in writing and delivered or mailed to the following:

To City: Seattle Center Director
Seattle Center
305 Harrison Street
Seattle, WA 98109 Attn. Contract
and Concession
Manager

To Lessee:

Name

d/b/a

Address

City

State

Zip

or other such respective addresses as either party may from time to time designate in writing. Notices sent by mail shall be deemed to have been given when properly mailed; the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

LESSEE:

THE CITY OF SEATTLE, acting
by and through its Seattle
Center Department.

(Business)

By

(Name)

JOHN W. FEAREY, Director

(Title)

ADDENDUM

STORAGE RULES AND REGULATIONS

1. Merchandise and supplies must be stored on a palette at a height of six inches above the concrete floor to avoid damage by water.
2. The passenger elevator may not be used for the transport of stored material.
3. Shelving is to be provided by Lessee. This must be free-standing, steel shelving to prevent fire hazard.
4. Any food goods stored in these areas must be kept in metal containers.
5. No refrigeration or freezer facilities may be installed in these premises without written consent of City.
6. City will provide illumination in storage areas, but no electrical outlets will be provided nor may they be installed by Lessee.
7. City will provide padlock hasps. Lessee will provide padlock and must provide Seattle Center Security with key or combination.
8. Rodent and pest control will be provided on a regular basis by the City.
9. Lessee must allow a minimum of 18" between stored materials and sprinkler heads located on ceiling of leased premises.
10. Lessee shall not store flammable liquids in the leased premises.

City of Seattle
Department of Human Rights
Contract Compliance Division

ESTIMATED PROJECTED EMPLOYMENT PROFILE

Contractor _____

Doing Business at Seattle Center, 305 Harrison Street

City: Seattle State: Washington Zip: 98109

EEO Officer for this project _____

Type of Contract work _____

Tentative Length of Contract _____

Total number of employees expected to work on project: _____

Male Female

Total number MINORITIES expected to work on project: _____

Male Female

List below skills of minority utilization on this project.

OCCUPATIONS	Black		Asian		American Indian		Spanish American	
	M	F	M	F	M	F	M	F
Principals								
*								
*								
*								
*								
*								
*								
*								
*								
Trained Positions								

*List Skills:

How many Seattle City Contracts are now held by Contractor? _____

Names and trade ** of all sub contractors, if any, to be used on project.

SUB-PROFESSIONALS	ADDRESS	PHONE	PROFESSION

**Tracer: Electrical, Cement, Iron, etc.

City of Seattle
Department of Human Rights
Contract Compliance Division

EQUAL EMPLOYMENT OPPORTUNITY REPORT

This report should be submitted to the Human Rights Department by each Contractor (Contractor and Sub contractor as used herein include: Consultants, Vendors, Permittees, Lessees, Concessions, Franchises, Suppliers, Services) on or before the 5th day of each month, throughout the life of the contract. Sub contractors should report contract and employment data pertaining to their sub contract work only. The manpower figures to be reported under Employment Data should represent the project work force on board, in whole or in part, monthly. The manpower figures to be reported on Table A should include journeymen, apprentices and on-the-job trainees. Manpower figures to be reported on Table B should only include apprentices and on-the-job trainees, as indicated.

Check Appropriate Block <input type="checkbox"/> Contractor <input type="checkbox"/> Sub-Contractor		Name and Address of Firm	Project Number
Type of Project	Name, Location of Project SEATTLE CENTER	Report for Month ending	Percent Complete

EMPLOYMENT DATA

Table A

JOB CATEGORIES	Total Empl.		Total Minr.		Black		Asian		Indian		Spanish Amer.		Apprentice		On the Job Trainee	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Official																
Manager																
Professional																
Technicians																
Sales Worker																
Office/Clerical																
Skilled																
Craftsmen																
Others (specify)																
TOTAL																

Table B

Apprentices																
On Job Trainees																

Affirmative action taken or proposed to increase minority and women representation on this project:

Prepared by: (Signature & Title of Contractor's EEO Officer or Rep.)

Date

ADDENDUM I

INSTRUCTIONS FOR CONTRACT COMPLIANCE ORDINANCE 101432

Note: The term "Contractor" herein used, includes Consultants, Vendors, Permittees, Lessees, Concessions, Franchises, Suppliers and Services.

SUBMITTAL OF BID/PROPOSAL, AGREEMENT OR PERMIT REQUEST

Sections 3.1, 3.2 and 3.3 of Ordinance 101432 establish specific requirements to be met in submitting proposals, bidding on Public Works contracts and/or doing business with the City of Seattle. Failure to meet these requirements will cause Contractor to be considered nonresponsive and not in compliance with the ordinance.

The following three forms are for compliance purposes and shall be completed and submitted to the Awarding Authority along with the invitation request, proposal or bid:

1. SWORN STATEMENT FOR COMPLIANCE WITH SECTION 4, ORDINANCE 101432
On this form the Contractor is required to insert the name and title of the Equal Employment Officer (EEO) who has been designated as the person responsible for carrying out the Contractor's Affirmative Action Program.
Signature and notarization of the Sworn Statement is also required.
2. The LOCAL MANPOWER REPORT (Form HRI.D-3) shall reflect the total work-force of the Contractor's company or division in and around the Seattle/King County area. This includes office staff as well as field staff.
3. An ESTIMATED PROJECTED EMPLOYMENT PROFILE (Form HRI.D-4) is to be completed by the Contractor. This form will be used as a projection and commitment for minorities and females to be used on the work force should the contract be awarded.

COMPLIANCE PROCEDURES BEFORE START OF CONTRACT

Before the final agreement is signed by the Contractor, a conference will be held between the Human Rights Department, the Contractor and the Awarding Authority to discuss the Contractor's Affirmative Action Program or Plan, and to explain the reporting procedures and other requirements during the term of the contract.

COMPLIANCE AFTER AWARD OF CONTRACT AND START OF WORK

1. EQUAL EMPLOYMENT OPPORTUNITY REPORTS (Form HRI.A-1/D-5) shall be submitted, per instructions, to the Human Rights Department during the progress of the project. The A-1/D-5 Reports so submitted should not be estimates of future employment levels, but should be actual employment figures.

Compliance After Award of Contract and Start of Work (cont'd)

2. The Prime Contractor is held responsible for any Subcontractor's Affirmative Action Program and Equal Employment Opportunity Reports. During the progress of the work on the contract, the Prime must obtain A-1/D-5 Reports from all Subcontractors presently on the project, and must submit them along with that of the Prime, to the Human Rights Department.
3. All HRI.A-1/D-5 Reports will be examined by the Contract Compliance Division of the Human Rights Department. In the event that the reports are unsatisfactory, Contractor will be approached by the Department in an attempt to reach a satisfactory resolution in regard to the Contractor's Affirmative Action in minority and female employment.
4. In the event that the A-1/D-5 Report is found unsatisfactory after the Contractor has been approached, and a satisfactory resolution cannot be reached between the Human Rights Department and the Contractor, a report shall be transmitted to the Awarding Authority for its findings. A request shall be made that the Awarding Authority take appropriate action as set forth in Ordinance 101432.

SWORN STATEMENT FOR COMPLIANCE WITH

SECTION 4, ORDINANCE 101432

State of Washington)
County of King) ss

The Undersigned, being first duly sworn, on oath states on behalf of the contractor (contractor, as used herein includes: consultants, vendors, lessees, concessions, franchises, suppliers, permits, services) as follows:

A. Contractor hereby designates _____

(name)

(title)

as the person who has been charged with the responsibility for securing compliance with such contract provisions, and reporting progress in connection with the affirmative action to be undertaken herewith.

B. Contractor shall cooperate fully with the Seattle Department of Human Rights while making every "good faith" effort to comply with the affirmative action requirements set forth in this sworn statement and Ordinance 101432. The Department of Human Rights will be kept fully informed in writing of all the contractor's affirmative actions taken during the contract's term and of any refusals by unions or others to cooperate with the contractor's affirmative action plan.

C. Contractor shall conduct a work force analysis which will identify job classifications wherein underrepresented persons (minorities and women) are underutilized in proportion to their representation in the available work force. This analysis shall be made separately for minorities and women.

D. Contractor shall correct deficiencies of underrepresented persons at all levels of the work force by considering underrepresented persons to fill new positions and vacancies. This will require the development of goals and timetables for use during the next twelve months in order to accomplish affirmative action objectives.

E. Contractor shall insure that equal opportunity of employment for underrepresented persons results during the term of this contract by taking (at a minimum) the following affirmative actions:

1. Provide written notification to organizations that are active in securing equal employment opportunities when position openings occur. Send a copy of such announcements to the Human Rights Department.

SWORN STATEMENT (continued)

2. Conduct constant recruitment efforts with organizations, schools, and/or training establishments concerned with securing employment for underrepresented persons.
3. Make specific efforts to encourage present underrepresented persons who are employees to recruit friends and relatives.
4. Sponsor, utilize and provide training/educational opportunities for the advancement of underrepresented persons employed by your firm.
5. Provide equal employment opportunity for after-school and summer employment to underrepresented young persons.
6. Notify pertinent employment referral agencies that your firm provides equal employment opportunities. Include such a statement in any advertising conducted when filling vacancies.
7. Give notice to his supervisors and other employees of the terms of the affirmative actions to be undertaken.
8. In the event that contractor already has an affirmative action plan which includes goals and timetables, said document may be submitted for review in lieu of implementing items one (1) through seven (7) of Section E.

Contractor _____

Company Name _____

By: _____
(name) (title)

Subscribed and sworn to before me this _____ day of _____, 19____

Notary Public in and for the State of Washington

Residing at _____

LOCAL MANPOWER REPORT

[illegible]

*Identify Trade

3. Affirmative action taken or proposed to increase minority/female representation in permanent work force;

City of Seattle
Department of Human Rights
Contract Compliance Division

ESTIMATED PROJECTED EMPLOYMENT PROFILE

Contractor _____

Doing Business at Seattle Center, 305 Harrison Street

City: Seattle State: Washington Zip: 98109

EEO Officer for this project _____

Type of Contract work _____

Tentative Length of Contract _____

Total number of employees expected to work on project: _____
Male Female

• Total number MINORITIES expected to work on project: _____
Male Female

List below skills of minority utilization on this project.

OCCUPATIONS	Black		Asian		American Indian		Spanish American	
	M	F	M	F	M	F	M	F
Principals								
*								
*								
*								
*								
*								
*								
*								
Trainee Positions								
*List Skills								

How many Seattle City Contracts are now held by Contractor? _____

Name and trade ** of all sub-contractors, if any, to be used on project.

SUB-PROFESSIONALS	ADDRESS	PHONE	PROFESSION

**Trades: Electrical, Cement, Iron, etc.

City of Seattle
Department of Human Rights
Contract Compliance Division

EQUAL EMPLOYMENT OPPORTUNITY REPORT

This report should be submitted to the Human Rights Department by each Contractor (Contractor and Sub contractor as used herein include: Consultants, Vendors, Permittees, Lessees, Concessions, Franchises, Suppliers, Services) on or before the 5th day of each month, throughout the life of the contract. Sub contractors should report contract and employment data pertaining to the sub contract work only. The manpower figures to be reported under Employee Data should represent the project work force on board, in whole or in part, monthly. The manpower figures to be reported on Table A should include journeymen, apprentices and on-the-job trainees. Manpower figures to be reported on Table B should only include apprentices and on-the-job trainees as indicated.

Check Appropriate Block <input checked="" type="checkbox"/> Contractor <input type="checkbox"/> Sub-Contractor		Name and Address of Firm	Project Number
Type of Project	Name, Location of Project SEATTLE CENTER	Report for Month ending	Percent Complete

EMPLOYMENT DATA

Table A

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	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Official																
Manager																
Professional																
Technicians																
Sales Worker																
Office/Clerical																
Skilled																
Craftsmen																
Others (specify)																
TOTAL																

Table B

Apprentices																
On Job Trainees																

Affirmative action taken or proposed to increase minority and women representation on this project:

Prepared by: (Signature & Title of Contractor's EEO Officer or Rep.)

Date

RECEIVED

JUL 7 1978

OFFICE OF MANAGEMENT
& BUDGET



Your
Seattle
Center

John W. Fearey, Director
Charles Royer, Mayor

July 1, 1978

The Honorable Charles Royer
Mayor of the City of Seattle
1200 Municipal Building
Seattle, WA 98104

Attention: Casey Jones, Budget Director

Dear Mayor Royer:

Subject: Seattle Center Storage Space Agreement

Ordinance No. 94446 creating the Seattle Center Department provides that the Seattle Center Director shall, on behalf of the City, enter into such contracts, leases, concession and other agreements as are authorized by ordinance and related to the Seattle Center.

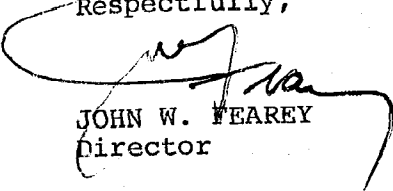
In compliance with this ordinance, I am enclosing a storage space rental agreement which we propose to use in various facilities throughout the Seattle Center.

The City's Law Department has reviewed the agreement for form and substance and given their approval.

I respectfully request that your office submit this agreement to the City Council for their approval and authorization for this department to proceed.

If you need additional information or clarification, please contact Ms. Joyce Campbell, Contracts and Concession Manager, 625-4251.

Respectfully,


JOHN W. FEAREY
Director

JJC:jc

cc: Joyce Campbell, Manager, Contracts and Concessions
Gordon Davidson, Asst. City Attorney

**Your
Seattle
Center**



MEMORANDUM

To: Casey Jones, Budget Director
From: John W. Fearey, Director
Subject: Seattle Center Storage Space Rental Agreement

In conformance with City of Seattle Standard Operating Procedure 100-014, the following information is submitted:

Section 1 - Title of Program Proposal

Seattle Center Storage Lease Agreement

Section 2 - Statement of Objectives

The objective of the request is to provide for a standard storage space rental agreement which can be used throughout the facilities at Seattle Center for various tenants and concessionaires who have the need for storage space from time to time.

Section 3 - Fiscal Requirements

None

Section 4 - Personnel Requirements

None

Section 5 - Facilities and Equipment Requirements

City required to provide space only. All improvements necessary to fit premises for use is responsibility of Tenant or Concessionaire.

Section 6 - Evaluation Criteria & Reporting

Not applicable

Section 7 - Alternatives

Alternative would be not to have a standard form.

JWF:JCc

DRAFT

ORDINANCE

1 AN ORDINANCE relating to the Seattle Center: authorizing the
2 execution of a standard form for storage space rental
3 agreement to be used in various facilities throughout
4 the Seattle Center.

5 BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

6 Section 1. That as requested by the Director of the Seattle
7 Center Department and recommended by the Mayor in the materials
8 attached hereto, the Director of the Seattle Center Department
9 is hereby authorized to execute, for and on behalf of the City
10 of Seattle, storage space rental agreements, substantially in
11 the form of agreement attached hereto and identified as "Seattle
12 Center Storage Space Rental Agreement", and upon such further
13 terms and conditions as are contained in said agreement.

14 Section 2. (30 day ending)

15 Approved:

DRAFT

ORDINANCE _____

1 AN ORDINANCE relating to the Seattle Center, authorizing a
2 standard form for storage space rental agreements to be
used in various facilities throughout the Seattle Center.

3 BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

4 Section 1. That the Director of the Seattle Center Department
5 for and on behalf of the City of Seattle is hereby authorized to
6 enter into storage space rental agreements, substantially in
7 the form identified as "Seattle Center Storage Space Rental
Agreement" contained in C.F. _____.

8 Section 2. (30 day ending)

9 Approved:

The City of Seattle--Legislative Department

MR. PRESIDENT:

Date Reported
and Adopted

Your Committee on PARKS & COMMUNITY SERVICES

AUG 21 1978

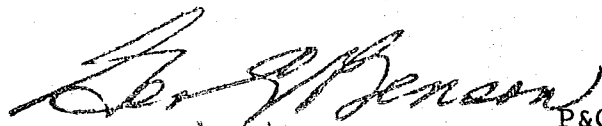
to which was referred C.B. 99659

Relating to the Seattle Center; authorizing the execution of
standard form leases for storage space at Seattle center.

would respectfully report that we have considered the same and recommend

THAT THE SAME PASS.

Chairman



P&CS
Chairman

Committee

Committee